

Document: EB 2013/110/INF.4
Date: 26 November 2013
Distribution: Public
Original: English

E



Enabling poor rural people
to overcome poverty

Standard Memorandum of Understanding (MoU) for the “Accelerating Progress Towards the Economic Empowerment of Rural Women” Multi-Partner Trust Fund

Note to Executive Board representatives

Focal points:

Technical questions:

Mohamed Beavogui

Director and Special Advisor to the President, Office of
Partnership and Resource Mobilization
Tel.: +39 06 5459 2240
e-mail: m.beavogui@ifad.org

Clare Bishop-Sambrook

Senior Technical Adviser - Gender, Empowerment and
Social Inclusion
Tel.: +39 06 5459 2489
e-mail: c.bishopsambrook@ifad.org

Dispatch of documentation:

Deirdre McGrenra

Head, Governing Bodies Office
Tel.: +39 06 5459 2374
e-mail: gb_office@ifad.org

Executive Board — 110th Session
Rome, 10-12 December 2013

For: Information

Contents

I. Introduction	1
II. Purpose	1

Annex

Standard Memorandum of Understanding (MoU) for the “Accelerating Progress Towards the Economic Empowerment of Rural Women” Multi-Partner Trust Fund

Appendix

- I. Multi-Partner Trust Fund Terms of Reference
- II. Standard administrative Arrangement for Multi-Partner Trust Funds using Pass-through fund Management for the “Accelerating Progress towards the economic empowerment of rural women” Multi-Partner Trust Fund

Abbreviations and acronyms

FAO	Food and Agriculture Organization of the United Nations
MoU	Memorandum of Understanding
MPTF	Multi-Partner Trust Fund
RWEE	Rural Women Economic Empowerment
SAA	Standard Administrative Arrangement
WFP	World Food Programme

Standard Memorandum of Understanding (MoU) for the “Accelerating Progress Towards the Economic Empowerment of Rural Women” Multi-Partner Trust Fund

I. Introduction

1. IFAD signed a five-year joint programme in November 2012 with UN Women, FAO and WFP for “Accelerating Progress Towards Rural Women Economic Empowerment” (Joint Programme) in seven countries: Ethiopia, Guatemala, Kyrgyzstan, Liberia, Nepal, Niger and Rwanda. IFAD is leading in-country activities in Ethiopia, together with UN Women.
2. IFAD has entered into a Memorandum of Understanding (MoU) with FAO, WFP and UN Women for the establishment of a trust fund under the Multi-Partner Trust Fund (MPTF) Office in UNDP, within the framework of the Joint Programme.

II. Purpose

3. The MPTF modality will be used to channel the funds from the Joint Programme donors to the final recipients.
4. The parties to the MoU have appointed the UNDP through its Multi Partner Trust Fund Office (MPTF Office) to serve as Administrative Agent of the MPTF, with responsibility for the administration and management of the funds.
5. A Standard Administrative Arrangement (SAA) will be entered into between the Administrative Agent and each Joint Programme donor for the transfer of the contribution from each Joint Programme donor to the MPTF.
6. The Administrative Agent will also act as the administrative interface between partners and donors. Funds for the Joint Programme will be mobilized through fundraising by the participating organizations.

**STANDARD MEMORANDUM OF UNDERSTANDING (MOU) FOR
THE “ACCELERATING PROGRESS TOWARDS THE ECONOMIC
EMPOWERMENT OF RURAL WOMEN” MULTI-PARTNER
TRUST FUND**

**Memorandum of Understanding
between
Participating UN Organizations¹
and
the United Nations Development Programme
regarding the Operational Aspects of the
the Multi-Partner Trust Fund:
“Accelerating Progress towards the Economic Empowerment of Rural Women”**

WHEREAS, the **Participating United Nations Organizations** signing this Memorandum of Understanding (hereinafter referred to collectively as the “Participating UN Organizations”) have developed a **Multi - Partner Trust Fund: “Accelerating progress towards the economic empowerment of rural women”** starting on **15 October 2012** and ending on **14 October 2017** (hereinafter referred to as the “Fund”), as may be amended from time to time, as part of their respective development cooperation with the Governments of **Ethiopia, Guatemala, Kyrgyzstan, Liberia, Nepal, Niger and Rwanda**, as more fully described in the Terms of Reference of the Fund dated **18 March 2013**, (hereinafter referred to as the “TOR”, a copy of which is attached hereto as ANNEX A,

WHEREAS, the Participating UN Organizations have agreed that they should adopt a coordinated approach to collaboration with donors who wish to support the implementation of the Fund and have developed a TOR to use as the basis for mobilising resources for the Fund, and have further agreed that they should offer donors the opportunity to contribute to the Fund and receive reports on the Fund through a single channel; and

WHEREAS, the Participating Organizations have agreed to establish an international coordination mechanism (hereinafter referred to as the “International Steering Committee”) to facilitate the effective and efficient collaboration between the Participating UN Organizations and the Donors to oversee the allocation of funds, priorities regarding the implementation modalities and reporting of the Fund;

WHEREAS, the Participating Organizations have agreed to establish a locally based coordination mechanism (hereinafter referred to as the “National Steering Committee” to oversee the allocation of funds to the different components of the country’s programme, review and approve the periodic reports and review findings of audit reports.

WHEREAS, the Participating UN Organizations have further agreed to ask the United Nations Development Programme to serve as the administrative interface between the donors and the Participating UN Organizations and for these purposes, the United Nations Development Programme **through the Multi-Partner Trust Fund Office (MPTF Office)** has agreed to do so in accordance with this Memorandum of Understanding.

¹ As indicated in the signature blocks.

NOW, THEREFORE, the Participating UN Organizations and the United Nations Development Programme (hereinafter referred to collectively as the "Participants") hereby agree as follows:

Section I
Appointment of Administrative Agent; its Status, Duties and Fee

1. The Participating UN Organizations hereby appoint the United Nations Development Programme through the **MPTF Office** (hereinafter referred to as the "Administrative Agent") to serve as their Administrative Agent in connection with the Fund, in accordance with the terms and conditions set out in this Memorandum of Understanding. The Administrative Agent accepts this appointment on the understanding that the Participating UN Organizations assume full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent. This appointment will continue until it expires, or is terminated, in accordance with Section VIII below.

2. On behalf of the Participating UN Organizations, the Administrative Agent will:
- (a) Receive contributions from donors that wish to provide financial support to the Fund;
 - (b) Administer such funds received, in accordance with this Memorandum of Understanding including the provisions relating to winding up the Fund Account and related matters;
 - (c) Subject to availability of funds, disburse such funds to each of the Participating UN Organizations in accordance with instructions from the National Steering Committee, taking into account the budget set out in the approved programmatic document², as amended in writing from time to time by the National Steering Committee;
 - (d) Consolidate statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organization, as set forth in the TOR, and provide these to each donor that has contributed to the Fund Account and to the International/National Steering Committees;
 - (e) Provide final reporting, including notification that the Fund has been fully expended or has been wound up in accordance with the Fund TOR, in accordance with Section IV below;
 - (f) Disburse funds to any Participating UN Organization for any additional costs of the task that the National Steering Committee may decide to allocate (as referred to in Section I, Paragraph 3) in accordance with TOR.

² As used in this document, an approved programmatic document refers to an annual work plan or a programme/project document, etc., which is approved by the National Steering Committee for fund allocation purposes.

3. The National Steering Committee may request any of the Participating UN Organizations, to perform additional tasks in support of the Fund not related to the Administrative Agent functions detailed in Section I, Paragraph 2 above and subject to the availability of funds. Costs for such tasks will be agreed in advance and with the approval of the National Steering Committee be charged to the Fund as direct costs.

4. The Administrative Agent will enter into a Standard Administrative Arrangement, in the form attached hereto as ANNEX B (hereinafter referred to as an "Administrative Arrangement"), with each donor that wishes to provide financial support to the Fund through the Administrative Agent. The Administrative Agent will not agree with the Donor to amend the terms of Annex B without prior written agreement of the Participating UN Organizations. The Administrative Agent will ensure the posting of a copy of the Administrative Arrangement it enters into, as well as information on donor contributions, on the website of the Administrative Agent (<http://mptf.undp.org>), as well as the website of the UN Women, as appropriate.

5. None of the Participating UN Organizations will be responsible for the acts or omissions of the Administrative Agent or its personnel, or of persons performing services on its behalf, except in regard to its respective contributory acts or omissions. With respect to contributory acts or omissions of the Participating UN Organizations, the resulting responsibility will be apportioned among them or any one of them to the extent of such contributory acts or omissions, or as may otherwise be agreed. In addition, donors will not be directly responsible for the activities of any person employed by the Participating UN Organizations or the Administrative Agent as a result of this Memorandum of Understanding.

6. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the amount contributed by each donor signing an Administrative Arrangement, to meet the Administrative Agent's costs of performing the Administrative Agent's functions described in this Memorandum of Understanding.

7. Where the Administrative Agent is also a Participating UN Organization, a clear delineation, including distinct reporting lines and an accountability framework, will be established and maintained within the organization designated as the Administrative Agent between its functions as an Administrative Agent and its functions as a Participating UN Organization.

Section II **Financial Matters**

The Administrative Agent

1. The Administrative Agent will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds received pursuant to Administrative Arrangement (hereinafter, the "Fund Account"). The Fund Account will be administered by the Administrative Agent in accordance with the regulations, rules, directives and procedures applicable to it, including those relating to

interest. The Fund Account will be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules, directives and procedures applicable to the Administrative Agent.

2. The Administrative Agent will not absorb gains or losses on currency exchanges which will increase or decrease the funds available for disbursements to Participating UN Organizations.

3. Subject to the availability of funds, the Administrative Agent will make disbursements from the Fund Account based on instructions from the National Steering Committee, in line with the budget set forth in the programmatic document, as amended from time to time by the National Steering Committee and the overall allocations made by the International Steering Committee. The disbursements will consist of direct and indirect costs as set out in the budget.

4. The Administrative Agent will normally make each disbursement within three (3) to five (5) business days after receipt of the relevant approved programmatic document, in accordance with the instructions received from the National Steering Committee in line with the TOR, along with a copy of the relevant approved programmatic document, signed by all the parties concerned. The Administrative Agent will transfer funds to each Participating UN Organization through wire transfer. Each Participating UN Organization will advise the Administrative Agent in writing of the bank account for transfers pursuant to this Memorandum of Understanding. When making a transfer to a Participating UN Organization, the Administrative Agent will notify that Participating UN Organization's Treasury Operations of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from the United Nations Development Programme in respect of the Fund, pursuant to this Memorandum of Understanding.

5. Where the balance in the Fund Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent will consult with the National Steering Committee and make a disbursement, if any, in accordance with the National Steering Committee's instructions.

The Participating UN Organizations

6. Each Participating UN Organization will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds disbursed to it by the Administrative Agent from the Fund Account. That separate ledger account will be administered by each Participating UN Organization in accordance with its own regulations, rules, directives and procedures, including those relating to interest. That separate ledger account will be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules, directives and procedures applicable to the Participating UN Organization concerned.

7. Each Participating UN Organization will use the funds disbursed to it by the Administrative Agent from the Fund Account to carry out the activities for which it is responsible as set out in the approved programmatic document, as well as for its indirect costs. The Participating UN Organizations will commence and continue to conduct

operations for the programmatic activities only upon receipt of disbursements as instructed by the National Steering Committee. The Participating UN Organizations will not make any commitments above the approved budget in the approved programmatic document, as amended from time to time by the National Steering Committee. If there is a need to exceed the budgeted amount, the Participating UN Organization concerned will submit a supplementary budget request to the National Steering Committee.

8. Indirect costs of the Participating UN Organizations recovered through programme support costs will be 7%. In accordance with the UN General Assembly resolution 62/208 (2007 Triennial Comprehensive Policy Review principle of full cost recovery), all other costs incurred by each Participating UN Organization in carrying out the activities for which it is responsible under the Fund will be recovered as direct costs.

Section III **Activities of the Participating UN Organizations**

1. The implementation of the programmatic activities will be the responsibility of the Participating UN Organizations and will be carried out by each Participating UN Organization in accordance with its applicable regulations, rules, directives and procedures. On the termination or expiration of this Memorandum of Understanding, the matter of ownership of supplies and equipment will be determined in accordance with the regulations, rules, directives and procedures applicable to such Participating UN Organizations, including, where applicable, any agreement with the relevant host Government.

2. Any modifications to scope of the approved programmatic document, including as to their nature, content, sequencing or the duration thereof will be subject to mutual agreement in writing between the relevant Participating UN Organization and the National Steering Committee. The Participating UN Organization will promptly notify the Administrative Agent through the National Steering Committee, of any change in the budget as set out in the programmatic document.

3. Where a Participating UN Organization wishes to carry out its programmatic activities through or in collaboration with a third party, it will be responsible for discharging all commitments and obligations with such third parties, and no other Participating UN Organization, nor the Administrative Agent, will be responsible for doing so.

4. In carrying out their programmatic activities, none of the Participating UN Organizations will be considered as an agent of any of the others and, thus, the personnel of one will not be considered as staff members, personnel or agents of any of the others. Without restricting the generality of the preceding sentence, none of the Participating UN Organizations will be liable for the acts or omissions of the other Participating UN Organizations or their personnel, or of persons performing services on their behalf.

5. Each Participating UN Organization will advise the Administrative Agent in writing when all activities for which it is responsible under the approved programmatic document have been completed.

6. The Participating UN Organizations recognize that the donors reserve the right to discontinue future contributions if reporting obligations are not met as set forth in the Administrative Arrangement; or if there are substantial deviations from agreed plans and budgets. If it is agreed among the donor(s), the Administrative Agent and the concerned Participating UN Organization under the Administrative Arrangement that there is evidence of improper use of funds, the Participating UN Organization will use its best efforts, consistent with its regulations, rules, policies and procedures to recover any funds misused. The Participating UN Organization will, in consultation with the National Steering Committee and the Administrative Agent, credit any funds so recovered to the Fund Account or agree with the National Steering Committee to use these funds for a purpose mutually agreed upon. Before withholding future contributions or requesting recovery of funds and credit to the Fund Account, the Administrative Agent, the concerned Participating UN Organization and the donor will consult with a view to promptly resolving the matter.

7. The Participating UN Organizations recognize that it is important to take all necessary precautions to avoid corrupt, fraudulent, collusive or coercive practices. To this end, each Participating UN Organization will maintain standards of conduct that govern the performance of their staff, including the prohibition of corrupt, fraudulent, collusive or coercive practices, in connection with the award and administration of contracts, grants, or other benefits, as set forth in their Staff Regulations and Rules and Financial Regulations and Rules, including regarding procurement. In the event that a Participating UN Organization determines that an allegation in relation to the implementation of activities – including that corrupt, fraudulent, collusive or coercive practices may have taken place - is credible enough to warrant an investigation, it will promptly notify the National Steering Committee and the Administrative Agent, to the extent that such notification does not jeopardize the conduct of the investigation. The allegation will be dealt with in accordance with the Participating UN Organization's accountability and oversight framework and by the Participating UN Organization's unit in charge of investigations. Upon completion of the investigation, the Participating UN Organization will inform the National Steering Committee and the Administrative Agent about the results of the investigation.

8. As an exceptional measure, particularly during the start up phase of the Fund, subject to conformity with their financial regulations, rules and directives, Participating UN Organizations may elect to start implementation of programmatic activities in advance of receipt of initial or subsequent transfers from the Fund Account by using their own resources. Such advance activities will be undertaken in agreement with the National Steering Committee on the basis of funds it has allocated or approved for implementation by the particular Participating UN Organization following receipt by the Administrative Agent of an official commitment form or signature of the Administrative Arrangements by donors contributing to the Fund. Participating UN Organizations will be solely responsible for decisions to initiate such advance activities or other activities outside the parameters set forth above.

Section IV Reporting

1. Each Participating UN Organization will provide the Administrative Agent with the following statements and reports prepared in accordance with the accounting and reporting procedures applicable to the Participating UN Organization concerned, as set forth in the TOR. The Participating UN Organizations will endeavour to harmonize their reporting formats to the extent possible.

- (a) Annual narrative progress reports, to be provided no later than three months (31 March) after the end of the calendar year;
- (b) Annual financial statements and reports as of 31 December with respect to the funds disbursed to it from the Fund Account, to be provided no later than four months (30 April) after the end of the calendar year;
- (c) Final narrative reports, after the completion of the activities in the approved programmatic document and including the final year of the activities in the approved programmatic document, to be provided no later than four months (30 April) of the year following the financial closing of the Fund. The final report will give a summary of results and achievements compared to the goals and objectives of the Fund; and
- (d) Certified final financial statements and final financial reports after the completion of the activities in the approved programmatic document and including the final year of the activities in the approved programmatic document, to be provided no later than six months (30 June) of the year following the financial closing of the Fund.

2. The Administrative Agent will prepare consolidated narrative progress and financial reports, based on the reports referred to in paragraph 1 (a) to (d) above, and will provide those consolidated reports to each donor that has contributed to the Fund Account, as well as the International/National Steering Committees, in accordance with the timetable established in the Administrative Arrangement.

3. The Administrative Agent will also provide the donors, International/National Steering Committees and Participating UN Organizations with the following statements on its activities as Administrative Agent:

- (a) Certified annual financial statement ("Source and Use of Funds" as defined by UNDG guidelines) to be provided no later than five months (31 May) after the end of the calendar year; and
- (b) Certified final financial statement ("Source and Use of Funds") to be provided no later than seven months (31 July) of the year following the financial closing of the Fund.

4. Consolidated reports and related documents will be posted on the websites of the Fund and the Administrative Agent (<http://mptf.undp.org>).

Section V
Monitoring and Evaluation

1. Monitoring and evaluation of the Fund will be undertaken in accordance with the provisions contained in the TOR, which are consistent with the respective regulations, rules and procedures of the Participating UN Organizations.
2. The donor(s), the Administrative Agent and the Participating UN Organizations will hold annual consultations, as appropriate, to review the status of the Fund.

Section VI
Audit

1. The Administrative Agent and Participating UN Organizations will be audited in accordance with their own Financial Regulations and Rules and, in case of MDTFs, in accordance with the Framework for auditing multi-donor trust funds which has been agreed to by the Internal Audit Services of participating UN organizations and endorsed by the UNDG in September 2007.

Section VII
Joint Communication

1. Each Participating UN Organization will take appropriate measures to publicize the Fund and to give due credit to the other Participating UN Organizations. Information given to the press, to the beneficiaries of the Fund, all related publicity material, official notices, reports and publications, will acknowledge the role of the host Government, the donors, the Participating UN Organizations, the Administrative Agent and any other relevant entities. In particular, the Administrative Agent will include and ensure due recognition of the role of each Participating UN Organization and national partner in all external communications relating to the Fund.
2. The Administrative Agent in consultation with the Participating UN Organizations will ensure that decisions regarding the review and approval of the Fund as well as periodic reports on the progress of implementation of the Fund, associated external evaluation are posted, where appropriate, for public information on the websites of the Fund and the Administrative Agent (<http://mptf.undp.org>). Such reports and documents may include National Steering Committee approved programmes and programmes awaiting approval, fund level annual financial and progress reports and external evaluations, as appropriate.

Section VIII
Expiration, Modification and Termination

1. This Memorandum of Understanding will expire upon winding up of the Fund, subject to the continuance in force of paragraph 5 below for the purposes therein stated.
2. This Memorandum of Understanding may be modified only by written agreement between the Participants.
3. Any of the Participating UN Organizations may withdraw from this Memorandum of Understanding upon giving thirty (30) days' written notice to all other Participants to this Memorandum of Understanding subject to the continuance in force of paragraph 5 below for the purpose therein stated.
4. The Administrative Agent's appointment may be terminated by the Administrative Agent (on the one hand) or by the mutual agreement of all Participating UN Organizations (on the other hand) on thirty (30) days' written notice to the other party, subject to the continuance in force of paragraph 5 below for the purpose therein stated. In the event of such termination, the Participants will agree on measures to bring all activities to an orderly and prompt conclusion so as to minimize costs and expense.
5. Commitments assumed by the withdrawing or terminating Participants under this Memorandum of Understanding will survive the expiration or termination of this Memorandum of Understanding or the termination of the Administrative Agent or withdrawal of a Participating UN Organization to the extent necessary to permit the orderly conclusion of the activities and the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Participants hereto and the settlement of contractual liabilities that are required in respect of any subcontractors, consultants or suppliers. Any balance remaining in the Fund Account or in the individual Participating UN Organizations' separate ledger accounts upon winding up of the Fund will be used for a purpose mutually agreed upon or returned to the donor(s) in proportion to their contribution to the Fund as agreed upon by the donors and the National Steering Committee.

Section IX
Notices

1. Any action required or permitted to be taken under this Memorandum of Understanding may be taken on behalf of the Administrative Agent, or his or her designated representative, and on behalf of a Participating UN Organization by the head of office in the respective country (as applicable), or his or her designated representative.
2. Any notice or request required or permitted to be given or made in this Memorandum of Understanding will be in writing. Such notice or request will be deemed to be duly given or made when it will have been delivered by hand, mail or any other agreed means of communication to the party to which it is required to be given or made, at such party's address specified in ANNEX C to this Memorandum of Understanding or

at such other address as the party will have specified in writing to the party giving such notice or making such request.

Section X
Entry into Effect

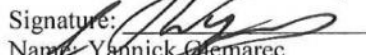
This Memorandum of Understanding will come into effect upon signature by authorized officials of the Participants and will continue in full force and effect until it is expired or terminated.

Section XI
Settlement of Disputes

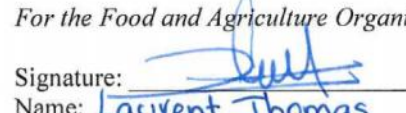
1. The Participants will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Memorandum of Understanding or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between the Executive Heads of each of the Participating UN Organizations and of the Administrative Agent.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Participants, have signed this Memorandum of Understanding in the English in **four** copies.


For the Administrative Agent

Signature: 
Name: Yannick Glemarec
Title: Executive Coordinator, MPTF Office
Place: New York
Date: 2 August 2013

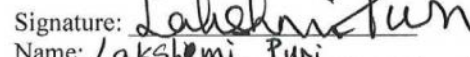
For the Food and Agriculture Organisation

Signature: 
Name: Laurent Thomas
Title: Assistant Director-General, TCDD
Place: Rome
Date: 24/06/2013


For the International Fund for Agricultural Development

Signature: 
Name: Mohamed Bravogui
Title: Director Partnership and Resource Mobilization, Sr Advisor to the President
Place: Rome
Date: 11 October 2013

United Nations Entity for Gender Equality and the Empowerment of Women

Signature: 
Name: Lakshmi Puri
Title: Acting Executive Director
Place: New York
Date: 31 July 2013

For the World Food Programme

Signature: 
Name: Claudia von Roell
Title: Government Partnership Division
Place: Rome
Date: 18.6. 2013

ANNEX A: Terms of Reference

ANNEX B: Standard Administrative Arrangement between the Donor and the
Administrative Agent

ANNEX C: Notices

ANNEX C

NOTICES

For the Administrative Agent:

Name: Yannick Glemarec
 Title: Executive Coordinator, MPTF Office
 Address: 730 Third Avenue, New York, NY 10017, USA
 Telephone: +1 212 906 6880
 Facsimile: +1 212 906 6990
 Electronic mail: yannick.glemarec@undp.org

*For the International Fund for
Agricultural Development:*

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 Electronic mail: _____

For the World Food Programme:

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 Electronic mail: _____

*For the Food and Agriculture
Organisation*

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 Electronic mail: _____

*United Nations Entity for Gender
Equality and the Empowerment of
Women*

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 Electronic mail: _____

**“Accelerating Progress toward the Economic Empowerment of Rural Women
(RWEE)”**

**Multi-Partner Trust Fund
Terms of Reference**

UN WOMEN, FAO, IFAD, WFP

March 2013



TABLE OF CONTENTS

- I. Introduction
 - II. Programme Outline
 - 1. Purpose
 - 2. Scope
 - 3. Partners
 - 4. Strategies
 - III. RWEE Fund Architecture
 - 5. RWEE Fund Administration
 - 6. Contributions to the RWEE
 - 7. Eligibility for RWEE funding
 - 8. Utilization of the RWEE Fund
 - 9. Governance Arrangements
 - a) International Steering Committee
 - b) International Technical Advisory Group
 - c) Programme Management Unit
 - d) National Steering Committee
 - e) National Project Guidance and Coordination Mechanism
 - f) Lead Agencies
 - g) The Administrative Agent
 - IV. Monitoring and Evaluation
 - V. Audit
 - VI. Reporting, transparency and accountability
 - VII. Public Disclosure
 - VIII. Other Matters
-

I. Introduction

Women are central to the development of rural areas and to national economies: they account for a significant proportion of the agricultural labour force, play a key role in food production, especially in subsistence farming and perform most of the unpaid care work in rural areas. However, rural women and girls have restricted access to productive resources, such as land, agricultural inputs, finance and credit, extension services and technology, which in turn limits the efficiency of the agricultural sector. They face more difficulty than men in gaining access to public services, social protection, decent employment opportunities and local and national markets and institutions, due to cultural norms and security issues. Unpaid care work further hampers rural women's ability to take advantage of on and off farm employment and market opportunities in the agricultural sector. Within this context, UN Women, FAO, IFAD and WFP have agreed to spearhead a more comprehensive UN system response in support of rural women's economic empowerment through joint actions.

The Rural Women's Rural Economic Empowerment (RWEE) five year joint programme will support a results-oriented collaborative effort among FAO, IFAD, WFP and UN Women to promote the economic empowerment of rural women. Each agency brings a distinct comparative advantage to this subject: FAO's specialist technical knowledge and policy assistance on agriculture and food security, IFAD's co-financing of rural investment programmes and strong presence in the rural areas, WFP's food assistance innovations and UN Women's technical knowledge on women's economic empowerment, its strong linkage with the women's movement, and its leadership for gender equality and women's empowerment within the UN System. This is to respond to the diversity of issues constraining rural women's economic empowerment which go beyond the mandate of any individual UN entity to tackle alone. By bringing together their know-how, resources, experiences and constituencies, the four entities will have the potential to greatly enhance the relevance, efficiency, effectiveness, impact and sustainability of their work on rural women's economic empowerment. The RWEE will link the normative and operational work of the four entities to foster a comprehensive approach for the economic empowerment of rural women, as described in the duly signed RWEE Programme Document.

The RWEE programme will be implemented in: Ethiopia, Guatemala, Kyrgyzstan, Liberia, Nepal, Niger and Rwanda. Each country will define its specific detailed programme implementation plan based on the local context, in partnership with Government and other national stakeholders and in line with Government priorities.

II. Programme Outline

1. Purpose: This RWEE is aimed at economically empowering rural women in the seven selected and above-mentioned countries. Together, the coalition between UN Women, FAO, IFAD and WFP is expected to generate synergies that capitalize on each agency's mandate, comparative advantage and institutional strength to generate more lasting and wider scale improvements in the livelihoods and rights of rural women, including young women.

2. Scope: The programme's goal is to secure rural women's livelihoods and rights in the context of sustainable development and the post MDGs +15. The programme is articulated around four outcomes:

- a. Outcome 1 on rural women's improved food and nutrition security aims at increasing the productive potential of women smallholder farmers through their access to and control over productive resources and services critical to food security and nutrition. It also addresses their social protection, and enhanced control and management of local food security reserves.
- b. Outcome 2 on rural women's increased income to sustain their livelihoods focuses on creating, supporting and developing rural women-led enterprises, supporting women's role along value chains, enhancing their income opportunities and promoting their linkages to high value markets. It will support women-led associations and small scale businesses in overcoming their supply side constraints so that they can take full advantage of opportunities offered by the market.
- c. Outcome 3 on rural women's enhanced leadership and participation in rural institutions and in shaping laws, policies and programmes promotes their agency in rural producer organizations, cooperatives and unions and in local governance. Actions under this outcome area will also strengthen rural women's voice and influence in key policy processes.
- d. Outcome 4 on more gender responsive policy environment for the economic empowerment of rural women catalyzes legislative and policy reforms for the effective enforcement of rural women's land rights and their access to decent wage employment, social protection, and infrastructure. It involves advocating with governments, parliaments and other relevant stakeholders to deliver greater development outcomes to rural women, including in the framework of Rio +20 and Post MDG +2015.

3. Partners: The programme implementation involves a range of partners as indicated in the RWEE Programme Document. The key partners include:

a. The implementing partners include:

- Rural women cooperatives, youth groups, POs, unions or groups which may be organized by local areas or by crop;
- Nation-wide POs and unions;
- The main regional rural women's networks. Ministries of agriculture and rural development, gender/women's affairs, youth land, employment, environment and other relevant ministries and institution;
- NGOs and CSOs working with rural women;
- Other UN agencies interested in the programme;
- National statistical offices.

b. The strategic partners include:

- UN in general
 - Regional intergovernmental organizations and Regional Economic Communities as they develop regional and sub-regional policies and programmes on agriculture, rural development and land;
 - Financial institutions, such as regional, national or local banks that could be sensitized to develop special lending products for rural women to support rural women's production and marketing systems.
-

- Multilateral partners. The 'Contact Group for Rural Women' established by the Permanent Representative of Canada to the United Nations based in New York and the Informal Network of Women Permanent Representatives based in Rome could play a key role in leveraging political and financial support for the programme.

4. Strategy

The RWEE overall strategy will comprise the following components as further detailed in the Joint Programme Document hereby attached as Annex 1.

- Accountability Strategy
- Capacity development strategy
- Combination of quick wins and medium/long term results
- Replicating, up-scaling and expanding successful and innovative models on rural women's economic empowerment
- Tailor made approach for programme design and implementation in each country
Positioning the joint programme in UN interagency Coordination processes, such as UNDAF, existing joint programmes, One UN and other coordination mechanisms. Efforts will be made to build support for the programme within the UN country teams and to link it with existing relevant joint programmes.
- Fundraising Strategies

III. RWEE Fund Architecture

1. Administration of the MPTF

The Participating Organizations of the RWEE Fund have appointed UNDP to act, through its MPTF Office, as the Administrative Agent (AA) for the RWEE in accordance with the terms and conditions set out in this TOR and further specified in the Memorandum of Understanding entered between the AA and the Participating Organizations. UNDP's accountability as the Administrative Agent is set out in the policy "UNDP's Accountability when acting as Administrative Agent in MPTFs and/or UN Joint Programmes using the pass-through fund management modality." (see <http://www.undp.org/mdtf/docs/UNDP-AA-guidelines.pdf>). UNDP performs the AA functions in accordance with the UNDG-approved "Protocol on the Administrative Agent for Multi Donor Trust Funds and Joint Programmes, and One UN Funds". The MPTF Office will charge a one time fee of 1 per cent for fund administration and fiduciary responsibilities.

2. Contributions to the MPTF

The RWEE FUND International Steering Committee will be set to oversee the allocation of funds mobilized at international level. National Steering Committees will be set up in each country covered by the RWEE to oversee the allocation of funds to the different components of the programme. Contributions to the RWEE FUND may be accepted from governments of Member States of the United Nations or from intergovernmental or non-governmental organisations, or from private sources and philanthropic organizations. Acceptance of funds from the private sector will be guided by criteria stipulated in the UN system-wide guidelines on cooperation between the UN and Business Community (the UN Secretary General's guidelines: <http://www.un.org/partners/business/otherpages/guide.htm>). Contributions may be accepted in fully convertible currency and shall be deposited in the bank accounts designated by UNDP. The

value of a contribution-payment, if made in other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment.

In support of the overarching aim of MPTFs, and to ensure maximum flexibility and coordination, a guiding principle for resource mobilization would be that donors are encouraged to contribute with multi-year pooled/non-earmarked resources. However, if this is not possible, requests for earmarking for country level or specific programme component areas will be considered by the International and National Steering Committees.

3. Eligibility for MPTF funding

Participating UN Organizations at the national level will be invited to develop Projects/Programme proposals with a preference for Joint Programmes.

Draft Project/Joint Programme proposal will be submitted to the National Project Guidance and Coordination Mechanism for review to ensure alignment with the guidelines and standards. If the proposal meets the standard guidelines, it will be forwarded to the National Steering Committee for technical and substantive review. The National Steering Committee may also seek technical comments on the draft document from external partners and recognized experts in the field.

On receipt of the National Steering Committee's approval of a Project/Joint Programme and a copy of the signed Project/Joint Programme document accompanied by the budget, the MPTF Office, acting as AA, will transfer the approved funds directly to each of the Participating UN Organization(s).

4. Utilization of the MPTF

1. Each Participating UN Organization will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds disbursed to it by the Administrative Agent from the Fund Account. That separate ledger account will be administered by each Participating UN Organization in accordance with its own regulations, rules, directives and procedures, including those relating to interest. That separate ledger account will be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules, directives and procedures applicable to the Participating UN Organization concerned.

2. The Participating UN Organizations will not make any commitments above the approved budget in the approved programmatic document, as amended from time to time by the Steering Committee. If there is a need to exceed the budgeted amount, the Participating UN Organization concerned will submit a supplementary budget request to the Steering Committee.

3. Indirect costs of the Participating UN Organizations recovered through programme support costs will be 7%. In accordance with the UN General Assembly resolution 62/208 (2007 Triennial Comprehensive Policy Review principle of full cost recovery), all other costs incurred by each Participating UN Organization in carrying out the activities for which it is responsible under the Fund will be recovered as direct costs.

The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the amount contributed by each donor signing an Administrative Arrangement, to meet the Administrative Agent's costs of performing the Administrative Agent's functions.

5. Governance Arrangements

a) International Steering Committee

An international Steering Committee (ISC) of the RWEE FUND will be set to oversee the allocation of funds mobilized at international level, and discuss the RWEE FUND requirements and priorities regarding the implementation modalities, the results based reporting, and the information management including donor visibility. It will review the annual progress reports consolidated by the AA, and give guidance to ensure consistency in reporting from the various countries and documentation of lessons learnt. It will also review the findings of the summary audit reports. The ISC TORs will be fully developed. The ISC will be composed of the following:

- One senior official from each of the four participating entities: UN Women, FAO, IFAD, and WFP.
- Representatives of the main donors to the RWEE FUND
- The AA will be an ex-officio member of the international SC
- The ISC will be co-chaired by the UN senior representative and the donors representative

b) Technical Advisory Committee

The composition of the RWEE FUND Technical Committee will include senior technical/advisor level representatives of UNWOMEN, FAO, IFAD and WFP. Other relevant experts, including from relevant government, regional, and civil society counterparts may be invited and/or recruited by the Technical Advisory Committee on an ad hoc basis to participate in the Committee. The Technical Committee will meet bi-annually or as required to efficiently carry out its tasks. A Technical Committee ToR will be developed and annexed to this RWEE FUND ToR. The Technical Committee will provide technical support to the Steering Committees and Participating UN Organizations.

c) National Steering Committee

A national SC of the RWEE FUND will be set up in each of the countries covered by the programme. The national SC will be co-chaired by the designated government official, and the UN Resident Coordinator in Ethiopia, Guatemala, Kyrgyzstan, Nepal, Niger and Rwanda or the Deputy Special Representative of the Secretary General (DSRSG) in Liberia. The members of the national SC are:

- One representative from each of the participating entities: UN Women, FAO, IFAD, and WFP.
- One representative from each of the following ministries: agriculture/rural development, gender/women's affairs, economy and finance, community/local development, youth and environment.
- Representatives from the main donors to the programme.
- The MPTF Office will be an ex-officio member of the national SC.

The main tasks and responsibilities of the national SC include the following:

- To oversee the allocation of funds to the different components of the programme. More specifically:
 - For funds earmarked by donors to specific outcome areas (e.g. improved food and nutrition security, increased income, enhanced leadership and participation, or gender responsive policy environments) or activities, the national SC will review and ensure the alignment of the allocations with the RWEE country programme document and national priorities.
-

- For unearmarked funds, the national SC will review and approve the criteria for the allocation of available RWEE FUND resources and allocate the available resources to the programme outcome areas. It will prioritize among the outcome areas as necessary, making sure that the allocations are aligned with the RWEE country programme document and the national priorities, and avoiding duplication and overlap between the RWEE FUND and other funding mechanisms.
- To review and approve the periodic narrative and financial progress reports consolidated by the administrative agent, based on the progress reports submitted by UN Women, FAO, IFAD and WFP.

d) Lead Agencies

The programme implementation is based on a principle of dual leadership by the four entities:

- Different agencies will lead for the implementation of the programme at country level, as reflected in the table on the countries according to selection criteria and lead agency in the section of this document on geographical coverage;
- Different agencies will lead for specific activities based on their comparative advantages as reflected in the logical framework in annex 1.

Detailed operational guidelines will be prepared to spell out what it means to be a leading agency in a country or for a specific activity. It is expected that the lead agency in a country should coordinate activities related to the consultative process for the roll out of the programme at country level, including the engagement with the Government and local donors. The lead agency will be responsible for the consolidation of the country narrative annual report. The MPTF Office as AA will consolidate the narrative and financial reports for submission to Donors. Lead agencies will therefore play a key role in ensuring coordination among agencies and between HQ and field level, carrying out joint reporting and streamlining the accounting systems.

The first seven countries chosen and the leading agencies are shown in the table below.

Country/ criteria	Participating agencies	Lead agency
Ethiopia	All four	IFAD and UN Women
Guatemala	All four	WFP
Kyrgyzstan	All four	UN Women
Liberia	All four	UN Women
Nepal	All four	UN Women
Niger	All four	FAO
Rwanda	All four	WFP

e) Programme Management Unit (PMU)

A programme management unit will be established (location to be defined) and it will be responsible for the overall management of the programme. It will be staffed by a senior programme coordinator, and an operations/knowledge management specialist. Regardless of the geographical location of the Programme Management Unit, the programme manager will report to a designated senior official from the entity hosting the PMU. In this regard, a detailed reporting and accountability mechanism

will be defined in the beginning of the programme. In each country, the programme staff will be composed of the following: a national programme coordinator and an operations manager/M&E specialist. The four entities based at Headquarters will play an advisory role throughout the life cycle of the programme. The PMU will provide Secretariat support to the International Steering Committee.

f) National Project Guidance and Coordination Mechanism

In each country, a National Project Guidance and Coordination Mechanism will be established to build synergies, address intersectionalities and review progress in the implementation of the programme's activities. It will include government representatives from Ministries such as agriculture/rural development and gender/women's affairs, the country representatives of the four entities and the national programme coordinator. Joint monthly co-ordination meetings will be held at the county level to share progress, challenges, constraints, good practices and to discuss the way forward for each project site.

g) The Administrative Agent

On behalf of the Participating UN Organizations, the Administrative Agent will:

- a. Receive contributions from donors that wish to provide financial support to the Fund;
- b. Administer such funds received, in accordance with this Memorandum of Understanding including the provisions relating to winding up the Fund Account and related matters;
- c. Subject to availability of funds, disburse such funds to each of the Participating UN Organizations in accordance with instructions from the Steering Committee, taking into account the budget set out in the approved programmatic document¹, as amended in writing from time to time by the Steering Committee;
- d. Consolidate statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organization, as set forth in the TOR, and provide these to each donor that has contributed to the Fund Account and to the Steering Committee;
- e. Provide final reporting, including notification that the Fund has been fully expended or has been wound up in accordance with the Fund TOR, in accordance with Section IV below;

Disburse funds to any Participating UN Organization for any additional costs of the task that the Steering Committee may decide to allocate.

IV. Monitoring and Evaluation

A comprehensive Performance Monitoring Framework (PMF) will be developed as an integral part of the programme, highlighting the performance indicators, data sources, collection methods and frequency, responsible actors and baselines and targets for each result (goal, outcomes and outputs). It will be developed in collaboration with local partners and with technical support from the monitoring and evaluation sections of the four entities, as detailed in the attached RWEE Programme Document.

Both an external mid-term and final evaluations of the programme are planned: the midterm

¹ As used in this document, an approved programmatic document refers to an annual work plan or a programme/project document, etc., which is approved by the Steering Committee for fund allocation purposes.

evaluation will take place in September 2015, while the final external evaluation will be conducted at the end of the programme. Their compliance with the norms of evaluation in the UN System will be ensured with support from the Evaluation Units of the four entities.

V. Audit

The AA and Participating UN Organizations will be audited in accordance with their own Financial Regulations and Rules and, in accordance with the Framework for auditing MDTFs which has been agreed to by the Internal Audit Services of Participating UN Organizations and endorsed by the UNDG in September 2007.

VI. Reporting

1. Regular reporting will be an integral part of M&E for systematic and timely provision of information. Implementing partners will be reporting on progress on programme management at least semi-annually, and on financial management – at least quarterly.

Each Participating UN Organization will provide the Administrative Agent with the following statements and reports prepared in accordance with the accounting and reporting procedures applicable to the Participating UN Organization concerned, as set forth in the TOR. The Participating UN Organizations will endeavour to harmonize their reporting formats to the extent possible.

- a. Annual narrative progress reports, to be provided no later than three months (31 March) after the end of the calendar year;
- b. Annual financial statements and reports as of 31 December with respect to the funds disbursed to it from the Fund Account, to be provided no later than four months (30 April) after the end of the calendar year;
- c. Final narrative reports, after the completion of the activities in the approved programmatic document and including the final year of the activities in the approved programmatic document, to be provided no later than four months (30 April) of the year following the financial closing of the Fund. The final report will give a summary of results and achievements compared to the goals and objectives of the Fund; and
- d. Certified final financial statements and final financial reports after the completion of the activities in the approved programmatic document and including the final year of the activities in the approved programmatic document, to be provided no later than six months (30 June) of the year following the financial closing of the Fund.

2. The Administrative Agent will prepare consolidated narrative progress and financial reports, based on the reports referred to in paragraph xxx above, and will provide those consolidated reports to each donor that has contributed to the Fund Account, as well as the Steering Committees, in accordance with the timetable established in the Administrative Arrangement.

3. The Administrative Agent will also provide the donors, Steering Committees and Participating UN Organizations with the following statements on its activities as Administrative Agent:

- a. Certified annual financial statement (“Source and Use of Funds” as defined by UNDG guidelines) to be provided no later than five months (31 May) after the end of the calendar year; and
-

- b. Certified final financial statement ("Source and Use of Funds") to be provided no later than seven months (31 July) of the year following the financial closing of the Fund.

4. Consolidated reports and related documents will be posted on the websites of the UN in [country] ([website URL]) and the Administrative Agent (<http://mptf.undp.org>).

VII. Public Disclosure

Each Participating UN Organization will take appropriate measures to publicize the RWEE FUND and to give due credit to the other Participating UN Organizations. Information given to the press, to the beneficiaries of the RWEE FUND, all related publicity material, official notices, reports and publications, will acknowledge the role of the host Government, the donors, the Participating UN Organizations, the AA and any other relevant entities. In particular, the AA will include and ensure due recognition of the role of each Participating UN Organization and partners in all external communications relating to the RWEE FUND.

The AA, in consultation with the Participating UN Organizations, will ensure that decisions regarding the review and approval of the RWEE FUND as well as periodic reports on the progress of implementation of the RWEE FUND, associated external evaluation are posted, where appropriate, for public information on the website of the RWEE FUND and the AA (<http://mptf.undp.org/>). Such reports and documents may include approved programmes and programmes awaiting approval, RWEE FUND level annual financial and progress reports and external evaluations, as appropriate.

VIII. Other Matters

The RWEE FUND will be established upon signing of the Memorandum of Understanding amongst at least two Participating UN Organizations and the Administrative Agent. It will become operational upon signing of the first Standard Administrative Arrangement with the donor. Nothing in this TORs affects the provisions agreed in the Memorandum of Understanding between Participating UN Organizations and the United Nations Development Programme regarding the Operational Aspects of the RWEE FUND.

The RWEE FUND will terminate upon completion of all Programmes funded through the RWEE FUND and after satisfaction of all commitments and liabilities. Notwithstanding the completion of the initiatives financed from the RWEE FUND, any unutilized balances will continue to be held in the RWEE FUND Account until all commitments and liabilities incurred in implementation of the Projects/Programmes have been satisfied and project activities have been brought to an orderly conclusion.

Any balance remaining in the RWEE FUND Account or in the individual Participating UN Organizations' accounts upon completion of RWEE FUND shall be used as decided by the National and International Steering Committees.

STANDARD ADMINISTRATIVE ARRANGEMENT FOR MULTI-PARTNER TRUST FUNDS USING PASS-THROUGH FUND MANAGEMENT) FOR THE “ACCELERATING PROGRESS TOWARDS THE ECONOMIC EMPOWERMENT OF RURAL WOMEN” MULTI-PARTNER TRUST FUND

**Standard Administrative Arrangement
between
[Name of Donor],
and
the United Nations Development Programme**

WHEREAS, Participating United Nations Organizations that have signed a Memorandum of Understanding (hereinafter referred to collectively as the "Participating UN Organizations")¹ have developed a **Multi - Partner Trust Fund: "Accelerating progress towards the economic empowerment of rural women"** (hereinafter referred to as the "Fund") starting on **1 July 2013** and ending on **30 June 2018**, as may be amended from time to time, as part of their respective development cooperation with the Governments of **Ethiopia, Guatemala, Kyrgyzstan, Liberia, Nepal, Niger and Rwanda**, as more fully described in the Terms of Reference of the Multi-Partner Trust Fund dated **18 March 2013** (hereinafter referred to as the "TOR"), a copy of which is attached hereto as **ANNEX A**; and

WHEREAS, the Participating Organizations have agreed to establish an international coordination mechanism (hereinafter referred to as the "International Steering Committee") to facilitate the effective and efficient collaboration between the Participating UN Organizations and the Donors to oversee the allocation of funds, priorities regarding the implementation modalities and reporting of the Fund; and

WHEREAS, the Participating Organizations have agreed to establish a national coordination mechanism (hereinafter referred to as the "National Steering Committee")² in each of the targeted countries of the Joint Programme to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Governments of **Ethiopia, Guatemala, Kyrgyzstan, Liberia, Nepal, Niger and Rwanda**, for the implementation of the Fund in each of these countries;

WHEREAS, the Participating UN Organizations have agreed that they should adopt a coordinated approach to collaboration with donors who wish to support the implementation of the Fund and have developed a TOR to use as the basis for mobilising resources for the Fund, and have further agreed that they should offer donors the opportunity to contribute to the Fund and receive reports on the Fund through a single channel; and

WHEREAS, the Participating UN Organizations have appointed the United Nations Development Programme through its Multi-Partner Trust Fund Office (hereinafter

¹ The food and Agriculture Organization of the UN (UN FAO), the International Fund for Agricultural Development (IFAD), UN WOMEN and the World Food Programme (WFP)

² The composition of the National Steering Committee or other body will include all the signatories to the Memorandum of Understanding, representative(s) from the host Government (if applicable), and may include donors, in accordance with UNDG approved Generic MPTF Steering Committee Terms of Reference dated 20 September 2007.

referred to as the “Administrative Agent”) (which is also a Participating UN Organisation in connection with Fund) in a Memorandum of Understanding (hereinafter referred to as “MOU”) concluded between, the Administrative Agent and Participating UN Organizations in July 2013 to serve as their administrative interface between donors and the Participating UN Organizations for these purposes. To that end the Administrative Agent has established a separate ledger account under its financial regulations and rules for the receipt and administration of the funds received from donors who wish to provide financial support to the Fund through the Administrative Agent (hereinafter referred to as the “Fund Account”); and

WHEREAS, [Name of Donor] (hereinafter referred to as the “Donor”) wishes to provide financial support to the Fund on the basis of the TOR as part of its development cooperation with the Government of [name of country] (if applicable) and wishes to do so through the Administrative Agent as proposed by the Participating UN Organizations.

NOW, THEREFORE, the Donor and the Administrative Agent (hereinafter referred to collectively as the “Participants”) hereby decide as follows:

Section I

**Disbursement of Funds to the Administrative Agent
and the Fund Account**

1. The Donor decides to make a contribution of [amount in words] ([amount in figures]) and such further amounts as it may decide (hereinafter referred to as the “Contribution”) to support the Fund. The Contribution will enable the Participating UN Organizations to support the Fund in accordance with the TOR, as amended from time to time in writing by the International Steering Committee. The Donor authorizes the Administrative Agent to use the Contribution for the purposes of the Fund and in accordance with this Standard Administrative Arrangement (hereinafter referred to as “Arrangement”). The Donor acknowledges that the Contribution will be co-mingled with other contributions to the Fund Account and that it will not be separately identified or administered.
2. The Donor will deposit the Contribution by wire transfer, in accordance with the schedule of payments set out in ANNEX B to this Arrangement, in convertible currencies of unrestricted use, to the following account:

For payment in USD:

Name of Account:	UNDP Multi-Partner Trust Fund Office Account
Account Number:	790440309
Name of Bank:	JPMorgan Chase Bank
	International Agencies Banking
Address of Bank:	270 Park Avenue, 43rd Floor
	New York, New York 10017
SWIFT Code:	CHASUS33
ABA:	021000021

Reference: RWEE Account

3. When making a transfer to the Administrative Agent, the Donor will notify the Administrative Agent's Treasury Operations at mptfo.treasury@undp.org and the MPTF Office at executivecoordinator.mptfo@undp.org of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from [name of Donor] in respect of the Fund in [name of country] (if applicable) pursuant to this Arrangement. The Administrative Agent will promptly acknowledge receipt of funds in writing.
4. All financial accounts and statements will be expressed in United States dollars.
5. The US dollar value of a contribution-payment, if made in currencies other than United States dollars, will be determined by applying the United Nations operational rate of exchange in effect on the date of receipt of the Contribution. The Administrative Agent will not absorb gains or losses on currency exchanges. Such amounts will increase or decrease the funds available for disbursements to Participating UN Organizations.
6. The Fund Account will be administered by the Administrative Agent in accordance with the regulations, rules, directives and procedures applicable to it, including those relating to interest. The Fund Account will be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules, directives and procedures applicable to the Administrative Agent.
7. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the Contribution by the Donor, to cover the Administrative Agent's costs of performing the Administrative Agent's functions.
8. The National Steering Committee may request any of the Participating UN Organizations, to perform additional tasks in support of the Fund not related to the Administrative Agent functions detailed in Section I, Paragraph 2 of the Memorandum of Understanding and subject to the availability of funds. In this case, costs for such tasks will be decided in advance and with the approval of the National Steering Committee be charged to the Fund as direct costs.

Section II
Disbursement of Funds to the Participating UN Organizations
and a Separate Ledger Account

1. The Administrative Agent will make disbursements from the Fund Account in accordance with instructions from the National Steering Committee, in line with the approved programmatic document³, as amended in writing from time to time by the

³ As used in this document, an approved programmatic document refers to an annual work plan or a programme/project document, etc., which is approved by the National Steering Committee for fund allocation purposes.

National Steering Committee and the overall allocations made by the International Steering Committee. The disbursement to the Participating UN Organizations will consist of direct and indirect costs as set out in the budget.

2. Each Participating UN Organization will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds disbursed to it from the Fund Account. Each Participating UN Organization assumes full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent. That separate ledger account will be administered by each Participating UN Organization in accordance with its own regulations, rules, directives and procedures, including those relating to interest. That separate ledger account will be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules, directives and procedures applicable to the Participating UN Organization.⁴

3. Where the balance in the Fund Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent will consult with the National Steering Committee and make a disbursement, if any, in accordance with the National Steering Committee's instructions.

Section III **Implementation of the Programme**

1. The implementation of the programmatic activities which the Donor assists in financing under this Arrangement will be the responsibility of the Participating UN Organizations and will be carried out by each Participating UN Organization in accordance with its own applicable regulations, rules, policies and procedures including relating to procurement. The Donor will not be directly responsible or liable for the activities of any person employed by the Participating UN Organizations or the Administrative Agent as a result of this Arrangement,

2. The Participating UN Organizations will carry out the activities for which they are responsible, in line with the budget contained in the approved programmatic document, as amended from time to time by the National Steering Committee in accordance with the regulations, rules, directives and procedures applicable to it. Accordingly, personnel will be engaged and administered, equipment, supplies and services purchased, and contracts entered into in accordance with the provisions of such regulations, rules, directives and procedures.

3. Indirect costs of the Participating UN Organizations recovered through programme support costs will be 7%. In accordance with the UN General Assembly resolution 62/208 (2007 Triennial Comprehensive Policy Review principle of full cost recovery), all other costs incurred by each Participating UN Organization in carrying out the activities for which it is responsible under the Fund will be recovered as direct costs.

⁴ Where the Administrative Agent is also a Participating UN Organization, it will need to open its own separate ledger account and transfer funds from the Fund Account to its separate ledger account.

4. The Participating UN Organizations will commence and continue to conduct operations for the programmatic activities only upon receipt of disbursements as instructed by the National Steering Committee.

5. The Participating UN Organizations will not make any commitments above the budgeted amounts in approved programmatic document, as amended from time to time by the National Steering Committee.

6. If unforeseen expenditures arise, the National Steering Committee will submit, through the Administrative Agent, a supplementary budget to the Donor showing the further financing that will be necessary. If no such further financing is available, the activities to be carried out under the approved programmatic document may be reduced or, if necessary, terminated by the Participating UN Organizations. In no event will the Participating UN Organizations assume any liability in excess of the funds transferred from the Fund Account.

7. The Donor reserves the right to discontinue future contributions if reporting obligations are not met as set forth in this Arrangement; or if there are substantial deviations from agreed plans and budgets. If it is agreed among the Donor, the Administrative Agent and the concerned Participating UN Organization/s under the Arrangement that there is evidence of improper use of funds, the concerned Participating UN Organization/s will use their best efforts, consistent with their regulations, rules, policies and procedures to recover any funds misused. The Participating UN Organization/s will, in consultation with the National Steering Committee and the Administrative Agent, credit any funds so recovered to the Fund Account or agree with the National Steering Committee to use these funds for a purpose mutually agreed upon. Before withholding future contributions or requesting recovery of funds and credit to the Fund Account, the Administrative Agent, the concerned Participating UN Organization and the Donor will consult with a view to promptly resolving the matter.

8. The Participants recognize that it is important to take all necessary precautions to avoid corrupt, fraudulent, collusive or coercive practices. To this end, as set out in the MoU between the Administrative Agent and Participating UN Organizations regarding the Operational Aspects of the **Accelerating progress towards the economic empowerment of rural women** Multi-Partner Trust Fund, each Participating UN Organization will maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt, fraudulent, collusive or coercive practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in their Staff Regulations and Rules and the Financial Regulations and Rules, including regarding procurement.

Section IV Equipment and Supplies

On the termination or expiration of this Arrangement, the matter of ownership of equipment and supplies will be determined in accordance with the regulations, rules, directives and procedures applicable to such Participating UN Organization, including any agreement with the relevant host Government if applicable.

Section V
Reporting

1. The Administrative Agent will provide the Donor and the International Steering Committee with the following statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organization prepared in accordance with the accounting and reporting procedures applicable to it, as set forth in the TOR:

- (a) Annual consolidated narrative progress reports, based on annual narrative progress reports received from Participating UN Organizations, to be provided no later than five months (31 May) after the end of the calendar year;
- (b) Annual consolidated financial reports, based on annual financial statements and reports, to be received from the Participating UN Organizations, as of 31 December with respect to the funds disbursed to them from the Fund Account, to be provided no later than five months (31 May) after the end of the calendar year;
- (c) Final consolidated narrative report, based on final narrative reports received from Participating UN Organizations after the completion of the activities in the approved programmatic document and including the final year of the activities in the approved programmatic document, to be provided no later than seven months (31 July) of the year following the financial closing of the Fund. The final consolidated narrative report will contain a summary of the results and achievements compared to the goals and objectives of the Fund.
- (d) Final consolidated financial report, based on certified final financial statements and final financial reports received from Participating UN Organizations after the completion of the activities in the approved programmatic document and including the final year of the activities in the approved programmatic document, to be provided no later than seven months (31 July) of the year following the financial closing of the Fund.

2. The Administrative Agent will provide the Donor, Steering Committee and Participating UN Organizations with the following reports on its activities as Administrative Agent:

- (a) Certified annual financial statement (“Source and Use of Funds” as defined by UNDG guidelines) to be provided no later than five months (31 May) after the end of the calendar year; and
 - (b) Certified final financial statement (“Source and Use of Funds”) to be provided no later than seven months (31 July) of the year following the financial closing of the Fund.
3. Consolidated reports and related documents will be posted on the websites of the UN in [country] [website URL] and the Administrative Agent (<http://mptf.undp.org>).

Section VI
Monitoring and Evaluation

1. Monitoring and evaluation of the Fund including, as necessary and appropriate, joint evaluation by the Participating UN Organizations, the Administrative Agent, the Donor, the host Government (if applicable) and other partners will be undertaken in accordance with the TOR.
2. The Donor, the Administrative Agent and the Participating UN Organizations will hold annual consultations as appropriate to review the status of the Fund.

Section VII
Joint Communication

1. Information given to the press, to the beneficiaries of the Fund, all related publicity material, official notices, reports and publications, will acknowledge the role of the Government of [name of country], the donors, the Participating UN Organizations, the Administrative Agent and any other relevant entities.
2. The Administrative Agent in consultation with the Participating UN Organizations will ensure that decisions regarding the review and approval of the Fund as well as periodic reports on the progress of implementation of the Fund, associated external evaluations are posted, where appropriate, for public information on the websites of the UN in [country] [website URL] and the Administrative Agent (<http://mptf.undp.org>). Such reports and documents may include National Steering Committee approved programmes and programmes awaiting approval, fund level annual financial and progress reports and external evaluations, as appropriate.

Section VIII
Expiration, Modification and Termination

1. The Administrative Agent will notify the Donor when it has received notice from all Participating UN Organizations that the activities for which they are responsible under the approved programmatic document have been completed. The date of the last

notification received from a Participating UN Organization will be deemed to be the date of expiration of this Arrangement, subject to the continuance in force of paragraph 4 below for the purposes therein stated.

2. This Arrangement may be modified only by written agreement between the Participants.

3. This Arrangement may be terminated by either Participant on thirty (30) days of a written notice to the other Participants, subject to the continuance in force of paragraph 4 below for the purpose therein stated.

4. Commitments assumed by the Donor and the Administrative Agent under this Arrangement will survive the expiration or termination of this Arrangement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the Participants hereto and the Participating UN Organizations and the settlement of contractual liabilities required in respect of any subcontractors, consultants or suppliers. Any balance remaining in the Fund Account or in the individual Participating UN Organizations' separate ledger accounts upon winding up of the Fund will be used for a purpose mutually agreed upon or returned to the donor(s) in proportion to their contribution to the Fund as decided upon by the donor(s) and the International Steering Committee.

Section IX Notices

1. Any action required or permitted to be taken under this Arrangement may be taken on behalf of the Donor, by _____ or his or her designated representative, and on behalf of the Administrative Agent, by the Executive Coordinator, Multi-Partner Trust Fund (MPTF) Office or his or her designated representative.

2. Any notice or request required or permitted to be given or made in this Arrangement will be in writing. Such notice or request will be deemed to be duly given or made when it will have been delivered by hand, mail, or any other agreed means of communication to the party to which it is required to be given or made, at such party's address specified below or at such other address as the party will have specified in writing to the party giving such notice or making such request.

For the Donor:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Electronic mail: _____

For the Administrative Agent:

Name: Yannick Glemarec
Title: Executive Coordinator, MPTF Office, UNDP
Address: 730 Third Avenue, New York, NY 10017, USA
Telephone: +1 212 906 6880
Facsimile: +1 212 906 6990
Electronic mail: executivecoordinator.mptfo@undp.org

Section X
Entry into Effect

This Arrangement will come into effect upon signature thereof by the Participants and will continue in effect until it is expired or terminated.

[If the Donor is a Government, use the following:]

Section XI
Settlement of Disputes

[1. Any dispute arising out of the Donor's Contribution to the Fund will be resolved amicably through dialogue among the Donor, the Administrative Agent and the concerned Participating UN Organization.]

[Section XII
Privileges and Immunities]

[1. Nothing in this Standard Administrative Arrangement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, the Administrative Agent, or each Participating UN Organization.]

[If the Donor is not a Government, use the following:]

Section XI
Settlement of disputes

[1. Amicable settlement. The Participants will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Standard Administrative Arrangement or the breach, termination or invalidity thereof. Where the Participants wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Participants.]

[2. Arbitration. Any dispute, controversy or claim between the Participants arising out of this Standard Administrative Arrangement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within sixty (60) days after receipt by one party of the other party's written request for such amicable settlement, will be referred by either party to arbitration before a single arbitrator in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal will have no authority to award punitive damages. The Participants will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.]

[Section XII
Privileges and Immunities]

[1. Nothing in this Standard Administrative Arrangement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, the Administrative Agent, or each Participating UN Organization.]

IN WITNESS WHEREOF, the undersigned, being duly authorized by the respective Participants, have signed the present Arrangement in English in two copies.

For the Donor:

Signature: _____

Name: _____

Title: _____

Place: _____

Date: _____

For the Administrative Agent:

Signature: _____

Name: Yannick Glemarec

Title: Executive Coordinator

Place: _____

Date: _____

ANNEX A: Terms of Reference

ANNEX B: Schedule of Payments

ANNEX B

SCHEDULE OF PAYMENTS

Schedule of Payments:

[Time of first payment]
[Time of second payment]
[Time of third payment]

Amount:

[amount in figures]
[amount in figures]
[amount in figures]